

Appendix A

[Date]

Heads of Agreement regarding the establishment of a strategy for the development of the National Rugby League Experience in Halton which has been more particularly described in the The Appendix ("the Project") between Halton Borough Council ("the Council") and The Rugby Football League ("RFL")

We refer to our subject to contract discussions to date and write to confirm the terms of our understanding in principle as to the establishment and development of a strategy to develop the Project ("the Arrangement").

This agreement sets out the main points of principle upon which it is hoped more detailed negotiation will proceed to establish and conclude a formal agreement or structure for the development and/or operation of the Project.

However, for the avoidance of doubt, the terms of paragraph 2.1 below are on a subject to contract basis only and do not form part of any contract between the parties to it, nor shall any such contract exist unless and until the parties agree the terms of a formal written agreement, and until that agreement has been signed and exchanged or a formal structure is put in place for the development and/or operation of the Project.

1 Term

1.1 This agreement will commence on *[insert date]* and subject to the other provisions for termination set out below will continue until terminated by either party giving to the other not less than 42 days prior written notice ("the Term").

2 Objects of the Arrangement

2.1 The terms of the Arrangement and the basis upon which the parties will develop the Project will be discussed between the parties throughout the Term and the terms of the discussions will (inter alia) cover the following subjects:

- (a) the establishment of a strategy for the development of the National Rugby League Experience in Halton (including identifying the timescales, processes and proposed actions of parties hereto necessary to achieve that end);
- (b) the assessment of the viability of the Project including formulation of a review mechanism (which shall include receiving reports from the other party on a quarterly basis or more frequently if there are "substantial changes" in the situation);

- (c) the development of a strategy to involve other suitable parties who the parties hereto agree should become involved in the Project;
- (d) the discussion of a strategy and procedure for the appointment of consultants to prepare a feasibility study and business plan for the Project and otherwise as necessary;
- (e) the discussion of a fund raising strategy and its implementation;
- (f) the development of a procedure to monitor performance against any project plan and if necessary discussion of any remedial actions which may be required to deliver the Project;
- (g) the provision of reasonable assistance to each other in progressing the Project;
- (h) the discussion of possible opportunities to seek exhibits and materials for displays for the Project;
- (i) the discussion of a branding and marketing strategy for the Project (including any additional themes);
- (j) the discussion of the formulation of a building design brief with such other parties as may be necessary;
- (k) the discussion of the management arrangements for the Project;
- (l) the formulation and implementation of an exit strategy including consideration of the benefits of the setting up of a charitable trust.

This is not intended to be an exhaustive list.

- 2.2 The parties agree to negotiate in good faith throughout the Term with a view to developing the Project and each agrees to use its reasonable endeavours to reach agreement on the issues listed above.
- 2.3 Each party agrees to attend meetings to discuss these matters as frequently as required. At least 24 hours advance notice of each meetings must be given in writing to the parties although a meeting may be called at shorter notice where the parties agree that this is necessary. The agenda for such meetings will be decided by the parties and meetings shall be in private. Decisions shall be by consensus and each party shall be represented by such representatives as one party shall notify to the other in writing. It shall be the duty of each party to notify the other if such representative cannot attend and in such situations reasonable endeavours shall be made by the relevant party to find a suitable replacement.

3 Confidentiality

- 3.1 Each party hereby agrees to (and will ensure that their respective employees and agents will) maintain and keep confidential and secret all information relating to each other and their respective businesses which is of a confidential nature and without prejudice to the foregoing each party undertakes that it shall:
- (a) not disclose to any third party, except in the course of its duties under this agreement any information concerning the terms and conditions contained in this agreement;
 - (b) not disclose any information that may reasonably be deemed to be of value to a competitor and to use such information only for the purposes of the Arrangement;
 - (c) take all reasonable steps to prevent disclosure as aforesaid by employees of either party; and
 - (d) safeguard and protect all documents of a confidential nature from and against damage, theft, loss or from perusal by unauthorised persons.

3 Costs and Relationship of the Parties

- 3.1 Unless otherwise agreed each party will bear its own costs and meet its own liabilities incurred in relation to the transactions contemplated by this letter and as regards the Project.
- 3.2 The parties agree that although all information provided by each of them during these negotiations is supplied in good faith, neither of them warrant that such information is correct.
- 3.3 Each party agrees that it shall be an independent contractor maintaining its own distinct and separate legal entity. Nothing in this agreement or the Arrangements shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or be deemed to constitute either the agent of the other and no party shall have authority or power to contract in the name of the other or give any warranty, representation or undertaking on the other's behalf or to create any liability against the other.

5 Intellectual Property

- 5.1 Neither party shall use the name or the intellectual property rights of the other without the consent of the other.
- 5.2 Any Joint Mark shall be in the joint ownership of the RFL and the Council or otherwise shall be registered in the name of the body established to manage the

National Rugby League Experience if the parties agree. For the purposes of this agreement the phrase "Joint Mark" shall mean any logo or trade mark designed jointly by the RFL and the Council during the continuance of this Agreement to use in relation to the Project.

6 Termination

- 6.1 Either party without prejudice to any other rights terminate this Agreement forthwith by written notice to the other if the other is in breach of any of its obligations under this agreement and (where such breach is capable of remedy) fails to remedy the same within 30 days of notice from the innocent party specifying the breach, or the other enters into voluntary or compulsory liquidation or becomes insolvent, compounds with its creditors or suffers a receiver, administrative receiver or liquidator to be appointed in respect of the whole or any part of its assets or undertaking or suffers any similar process under the laws of its domicile.

7 Miscellaneous

- 7.1 This agreement shall be governed by English law and subject to the jurisdiction of the English Courts.
- 7.2 Of necessity this document does not contain an exhaustive list of all the terms which the parties would wish to incorporate in the final arrangements, and the parties reserve the right to revise these proposals in the light of matters raised as the anticipated transaction proceeds. This agreement does, however, represent a statement of some of the terms on the basis of which the parties intend to enter bona fide negotiation with a view to reaching agreement on the Arrangements.
- 7.3 Neither party shall assign or charge this agreement or any of its rights or obligations under this agreement nor shall it appoint any sub-contractor of any of its obligations under this agreement without receiving the prior written consent of the other. Such consent not to be unreasonably withheld.
- 7.4 Failure by either party to enforce at any time any of the provisions of this agreement shall not be construed as a waiver of any rights under this agreement. Any waiver of a breach of any provision of this agreement shall not affect either party's rights in the event of any additional breach.
- 7.5 Any notice to be served by either party on the other shall be served by first class registered post to the principal office of the other party from time to time and shall be deemed to have been received 72 hours after posting.
- 7.6 If any clause, part of a clause or other provision in this agreement shall be or become void or unenforceable the remainder of this agreement shall remain in full force and no party shall be discharged from its remaining obligations under this agreement.

7.7 This agreement sets out the entire agreement and understanding between the parties in connection with these Arrangements and supersedes any previous agreements or understandings between the parties relating to the agreement.

7.8 The parties agree that a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7.9 Each party warrants to the other that:

- (a) it has the full right and power and has obtained all necessary consents to enable it to enter into this agreement; and
- (b) the terms of this agreement do not conflict with any other agreement it may have entered into with any third party.

Each of the undermentioned agrees to the terms set out in this letter upon the basis set out above.

..... [Date]
for Rugby Football League

..... [Date]
duly authorised for and on behalf of
Halton Borough Council

Appendix 1

Details of Project



The Proposal

The National Rugby League Experience Consortium is proposing to locate and develop a major new visitor attraction on a site in Widnes. Centred on the theme of 'Rugby League' this will be designed to appeal to a wide spectrum of the population. As well as portraying the story and history of the game, it will have at its heart interactive experiences which will appeal to an audience of all ages. It will be a venture costing a minimum of £5 million, excluding the costs of a Gateway feature (see 'The Site' below.)

Working within this broad framework the Consortium consequently intends to commission a study of what is achievable and sustainable in the modern market.



The Consortium

The Rugby Football League, the administrative body for the sport of Rugby League, has come together with Halton Borough Council, the Local Authority within whose boundaries are the towns of Widnes and Runcorn, to form the National Rugby League Experience Consortium.

The Consortium will take forward the proposed development through its initial planning stages.



The Sport

Rugby League has developed from its origins in the North of England in 1895 into a world-wide sport. In the UK it has a player base of over 30,000 professional and amateur players. Interest in the sport is concentrated along the M62 corridor, together with a successful side based in London. As the second most popular team spectator sport nationally, and in many towns in the north the single most popular spectator sport of all, it attracts almost two million spectators a year who are fiercely loyal to their sport. Increasing television and media coverage, improved marketing of the sport's image, and the significant efforts which are being made to 'sell' the sport, particularly to young people, is building that 'fan base' year on year.



The 'Experience'

Rugby League as a sport has a long and honourable history. Many towns and communities chart their own history through that of their local side. Attempts have been

made to display this wealth of history before, but never satisfactorily. The Consortium believes that the time is now right to rectify this with an attraction which will combine elements of this sporting history with the most modern visitor attraction technologies to tell a story which will appeal to young and old, whether they are fans of the sport or not.

The core of the National Rugby League Experience will consist of

- ❖ Exhibition areas where the story of the game will be told, presenting the Rugby Football League's and individual clubs' historical materials in a modern way
- ❖ Kidzones – areas where children of different ages can play but still be part of the 'learning' and visitor experience
- ❖ Interactive skills areas using arcade game technologies
- ❖ MediaCentral – the changing role of the media in sport
- ❖ The Rugby League Hall of Fame
- ❖ The Wembley Experience – Rugby League at Wembley, with authentic Wembley artefacts
- ❖ The social story – how sport touches people's lives.
- ❖ Library and Archive: the 'virtual' museum where computer technology will allow access to materials not 'on show'

Together with additional display areas for 'temporary' displays, video walls, shop, refreshments areas, offices, meeting rooms/lecture space and stores.

The National Rugby League Experience will utilise between 25,000 sq. ft. and 50,000 sq. ft. of floorspace, depending on the ultimate design and synergies with complementary developments. It is anticipated that it will need to attract a minimum of 100,000 visitors per annum to ensure its viability.



The Site

The National Rugby League Experience Consortium has identified a highly visible and accessible site at Venture Fields in Widnes, just off the M62, to locate the development. The Experience attraction will form part of a major Gateway feature providing the focus of a new hotel and leisure park development, a joint venture between Halton Borough Council and St. Modwen Developments Ltd..

Venture Fields has excellent road access onto the national Motorway network, all mains services, no ownership or planning constraints and access to European, Lottery and Single Regeneration Budget funding.

The site's major Gateway feature will be centred on Wembley's Twin Towers. They will be taken down from Wembley between November 2000 and March 2001, and will be relocated to Widnes as the Gateway to Venture Fields. They will be highly visible, and being of national significance will stand alongside such defining structures as 'The Angel of the North' and the London Eye in identifying and giving credibility to the development. It is envisaged that they will form the entrance to the Experience, and that at least part of the attraction could be housed within them.

(Widnes is a town of approximately 60,000 people situated on the north bank of the River Mersey to the south east of Liverpool. By road it is directly accessed from Junction 7 of the M62, while mainline rail access onto the West Coast Main Line is available at Runcorn on the south bank of the Mersey. Over five million people live within one hour's travelling time of the town.)



The Development

The Consortium recognises that the National Rugby League Experience is entering an increasingly competitive arena. Indeed, the leisure market within a one hour driving time of the proposal includes such major attractions as Chester, Liverpool and Manchester; Cheshire Oaks and the Blue Planet at Ellesmere Port; Chester Zoo and the Ellesmere Port Boat Museum to the west along the M56, and the Trafford Centre to the east; Wigan Pier; Camelot, Gulliver's World, Southport Pleasureland and Blackpool Pleasure Beach; and natural sites such as Snowdonia, the Lake District and the Peak District; to name but a few.

It is important, therefore, that the development is significant enough to compete and survive in the long term. The Venture Fields site can accommodate developments in addition to the National Rugby League Experience. It is essential, however, that any such proposal(s) complement our development. It is, of course, possible, and may be desirable, to allow for the interrelated provision of services such as refreshment bars, shops, meeting rooms or lecture theatres.